

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Bryan Cave LLP 155 F Street, NW Washington, DC 20004	2. Registration No. 6356
3. Name of Foreign Principal Gabonese Republic	4. Principal Address of Foreign Principal Libreville, Gabon
5. Indicate whether your foreign principal is one of the following:	
<input checked="" type="checkbox"/> Government of a foreign country ¹ <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="flex: 1;"> <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association </div> <div style="flex: 1;"> <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____	
6. If the foreign principal is a foreign government, state:	
a) Branch or agency represented by the registrant President of the Gabonese Republic	
b) Name and title of official with whom registrant deals M. Malxent Accrombessi Nkani, Director of the Cabinet, Presidence de la Republique Gabonaise	
7. If the foreign principal is a foreign political party, state:	
a) Principal address N/A	
b) Name and title of official with whom registrant deals N/A	
c) Principal aim N/A	

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign *de facto* or *de jure* political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign *de facto* or *de jure* authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

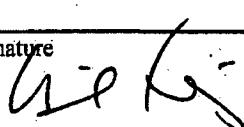
N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
6/6/16	Miguel Rodriguez, Partner	

U.S. Department of Justice
Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Bryan Cave LLP

2. Registration No.

6356

3. Name of Foreign Principal

Gabonese Republic

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Upon payment of partial retainer, Bryan Cave will provide government relations counsel to raise awareness among Members of Congress and Administration officials regarding the Gabonese Republic's concerns and positions on various issues.

-
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Bryan Cave LLP will communicate with Members of Congress, their staff, and appropriate Administration officials on behalf of the Gabonese Republic. We will educate these officials about issues and policies that are important to the Gabonese Republic while raising its profile generally.

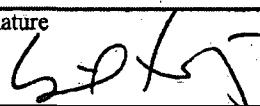
-
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Yes, our counsel will involve educating Members of Congress and Administration officials regarding the Gabonese Republic's concerns and positions on various issues.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
6/6/16	Miguel Rodriguez, Partner	

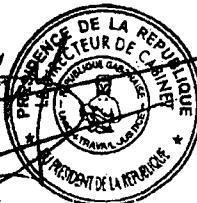
Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

BRYAN CAVE

BRYAN CAVE LLP

bryancave.com

Very et Bon pour
afford



29 octobre 2015

CONFIDENTIEL

M. Maixent Accrombessi Nkani
Directeur de Cabinet, Présidence de la République Gabonaise
République Gabonaise
Libreville
Gabon

Concerne : Engagement de Bryan Cave LLP

Monsieur le Directeur,

Nous sommes ravis que vous ayez choisi de faire appel à Bryan Cave LLP afin de représenter la République Gabonaise dans sa volonté d'encourager le renforcement des relations diplomatiques avec les États-Unis d'Amérique. Conformément à notre procédure habituelle, la présente lettre et les Conditions du Contrat et des Pratiques de Facturation joint (les « Conditions ») énoncent les conditions de notre engagement. Ces Conditions sont importantes et vous sont transmises afin que vous puissiez comprendre à l'avance de quelle manière plusieurs points seront traités.

Notre engagement est conditionné par la réception d'une copie de la présente lettre signée par vous confirmant que vous avez compris et accepté les conditions de notre engagement.

Le total de nos honoraires se montent à un million trois cent quatre-vingt mille dollars américains (1.380.000 dollars US) et sont payables d'avance. Nous facturons séparément les dépenses et autres frais engagés dans le cadre de notre prestation de services qui sont tous décrits dans les Conditions.

Notre engagement débutera à la date du versement de l'intégralité de nos honoraires sur notre compte bancaire tel que figurant sur notre note d'honoraires et prendra fin le 31 décembre 2016.

Nous serons vos interlocuteurs principaux dans le cadre de cet engagement. Sachez que certains de nos spécialistes en Affaires Gouvernementales et Politiques Publiques ne sont pas des avocats et ne

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peuvent pas vous fournir de conseils ou d'avis juridiques. Ils sont désignés par les titres de « Senior Policy Advisor », « Policy Advisor » ou tout autre titre incluant le terme « Government Affairs ».

Notre relation est basée sur la confiance mutuelle. Nous vous encourageons à nous renseigner sur tout élément relatif à notre engagement, notamment nos honoraires et nos frais.

Nous vous remercions de la confiance que vous nous témoignez et nous sommes impatients de travailler avec vous. Si cette lettre et les Conditions définissent en tout point notre accord mutuel, nous vous remercions de signer et de dater la copie ci-jointe de la présente lettre avant de nous la renvoyer avec les Conditions.

Nous vous prions d'agréer, Monsieur le Directeur, l'expression de notre très haute considération.



David C. Russell



Joseph J. Smallhoover

CE CONTRAT CONTIENT UNE CLAUSE D'ARBITRAGE OBLIGATOIRE QUE LES PARTIES POURRONT FAIRE VALOIR.

LES PRÉSENTES, CE QUI INCLUT LES CONDITIONS D'ENGAGEMENT ET DES PRATIQUES DE FACTURATION, SONT APPROUVÉES

Date : 29 JAN 2016

PRESIDENCE DE LA REPUBLIQUE GABONNAISE



Par : M. Maixent Accrombessi Nkani
Directeur de Cabinet, Son représentant autorisé

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LES CONDITIONS DU CONTRAT
ET DES PRATIQUES DE FACTURATION

Honoraires. Pour servir notre clientèle, nous essayons de faire appel aux avocats, assistants juridiques et prestataires externes offrant les plus faibles taux de facturation horaire compatibles avec les connaissances juridiques et le niveau d'expérience requis pour atteindre l'objectif du client. La sélection de ces avocats, assistants juridiques et professionnels libéraux qui assureront les services sera faite par l'avocat ayant la responsabilité générale de surveillance pour chaque mission, en tenant compte de la nature de la mission, du bureau dans lequel la plupart de ces services sont susceptibles d'être rendus, du degré d'expérience juridique et les connaissances nécessaires pour atteindre l'objectif du client, de la disponibilité des avocats, assistants juridiques et professionnels libéraux pour travailler sur la mission, et de leur taux de facturation horaire.

Représentation dans d'autres domaines. Nous sommes un grand cabinet d'avocats et nous représentons de nombreux autres Etats, entreprises et personnes physiques. Pour éviter tout malentendu dans le cadre de notre mission actuelle (et de toute mission future) à votre égard, nous confirmons qu'il ne nous a pas été demandé d'agir à titre d'avocat pour une autre entité ou émanation de la République gabonaise. Si nous devions engager une telle relation avec un membre de ce groupe, celle-ci ferait l'objet d'un contrat distinct.

Il est possible que certains de nos clients actuels ou futurs aient des différends avec la République gabonaise pendant la période de notre représentation à votre égard. Par conséquent, comme condition à notre engagement dans cette mission, vous avez accepté que notre cabinet puisse continuer à représenter ou puisse établir des engagements futurs pour représenter des clients existants ou nouveaux dans une affaire ou sur une position, autre qu'une affaire dans laquelle nous vous représentons conformément à cette position, qui vous serait défavorable ou dans lesquelles vos intérêts pourraient être affectés. Nous convenons, toutefois, que votre consentement éventuel à la représentation contradictoire contenue dans la phrase précédente n'est pas applicable dans tous les cas où, comme résultat de notre représentation à votre égard, nous aurions obtenu des informations sensibles, exclusives ou autrement confidentielles de nature non publiques, qui, si elles venaient à la connaissance de ces autres clients qui sont les nôtres, pourraient être utilisées dans ces autres affaires par ces clients au détriment de la République gabonaise.

Résiliation de la mission. Vous pouvez résilier notre mission, avec ou sans motif, à tout moment, au moyen d'un préavis écrit que vous nous adresseriez. La résiliation de nos services ne pourra pas limiter votre obligation de payer les services rendus et pour toutes les dépenses et autres frais encourus jusqu'à la date à laquelle nous recevrons une notification de résiliation, et pour tous les travaux supplémentaires dont nous pourrions avoir besoin, afin de faciliter une transition ordonnée des dossiers en cours au moment de la résiliation.

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Nous pouvons résilier notre engagement pour l'une des raisons permises en vertu des Règles de déontologie du District de Columbia (D.C.), notamment votre incapacité à payer à temps nos factures, de fausses déclarations relatives à (ou l'omission de divulguer) des faits importants, des mesures prises en opposition à nos conseils, ou toute autre conduite ou situation portant atteinte, à notre avis, à une relation avocat-client efficace entre nous ou qui susciterait des conflits avec nos responsabilités professionnelles. Dans le cas où la République Gabonaise met fin à cet accord à tout moment et pour quelque raison que ce soit, nous serons en droit de conserver le montant total des honoraires payés à notre cabinet et de demander le remboursement de tout débours encourus par nous. Dans le cas où Bryan Cave LLP met fin à cet accord pour quelque raison que ce soit, nous pourrons conserver 25% du montant des honoraires qui nous aura été payé, indépendamment du temps écoulé au moment de la résiliation ; de plus, les 75% restant feront l'objet d'un remboursement — en compensation de tout débours encourus — sur une base pro rata temporis. Cette lettre constitue un avertissement raisonnable concernant notre détermination à nous retirer de votre représentation dans cette affaire, si vous manquez à remplir une obligation substantielle à notre égard concernant nos services. Les autres motifs de résiliation de notre représentation sont énoncés à l'article 1.16 du Code de déontologie du District de Columbia (DC), dont nous pouvons vous fournir une copie à votre demande. Nous pouvons demander une stipulation signée par vos soins, permettant notre retrait, en tant qu'avocat vous représentant dans une procédure judiciaire, d'arbitrage ou des procédures similaires, et dans ce cas, vous consentez à l'avance à notre retrait.

Notre représentation de vos intérêts devra également prendre fin lorsqu'une affaire pour laquelle notre cabinet a été engagé aura été menée à son terme, indépendamment de la présentation ou du règlement de notre facture d'honoraires par vos soins. Jusqu'à la résiliation de notre relation, ni vous-même, ni notre Cabinet n'avons l'obligation d'accepter de nouvelles missions ou de poursuivre la représentation dans tout autre dossier, sauf à ce qu'un accord soit mutuellement conclu par écrit.

Représentation future. Dans le cas où notre mission exigerait que nous préparions un contrat prévoyant des droits et des obligations continus de votre part, la possibilité existe qu'un différend concernant l'interprétation ou l'application de ce contrat survienne après la résiliation de notre mission. En l'absence de notre accord écrit exprès, vous ne pouvez pas supposer que notre Cabinet continuera d'être libre de vous représenter dans un litige futur concernant ce contrat.

Conservation des dossiers et Confidentialité. Généralement, nous gardons les dossiers de chaque client pendant une durée de dix ans suivant la clôture du dossier. Après dix ans, nous détruisons ces dossiers, sauf si le client nous demande de ne pas le faire. Si vous souhaitez que nous conservions vos fichiers pendant une durée plus longue, veuillez bien vouloir nous en aviser. Nous conservons (par-devant nous ?) toutes informations et communications confidentielles.

Arbitrage de différends. En cas de litige concernant nos honoraires et autres frais, le différend sera réglé par voie d'arbitrage. L'arbitrage doit être entendu par le Conseil d'arbitrage entre avocats et clients du District de Columbia (D.C. Attorney Client Arbitration Board ou « ACAB »), conformément aux règles établies par l'ACAB pour la conduite de ces arbitrages. Les règles de l'ACAB sont

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République Gabonaise
29 octobre 2015
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disponibles auprès du personnel de l'ACAB. L'ACAB fournit des conseils aux clients en ce qui concerne les règles de l'ACAB et les effets juridiques d'un consentement à l'arbitrage. Nous vous encourageons à communiquer avec l'ACAB pour toutes les questions que vous pourriez vous poser concernant cette clause d'arbitrage ou les règles de l'ACAB, avant votre exécution de cette déclaration. Le numéro de téléphone de l'ACAB est le (202) 437-4700, poste 238.

Renonciation de l'immunité de juridiction et d'exécution. Vous renoncez expressément par la présente à vous prévaloir devant toutes juridictions ou tribunaux arbitraux, quel que soit le lieu où le territoire en question, pour vous-même et pour tous vos biens de toute immunité souveraine de nature à faire échec à la conduite de toute procédure arbitrale ou à l'exécution d'une sentence rendue par un tribunal arbitral constitué conformément aux présentes Conditions.

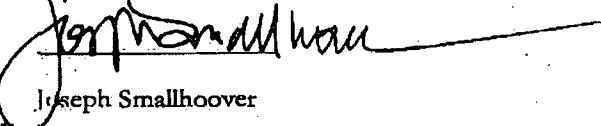
Frais. Nous remettons normalement chaque mois à nos clients des états de mission, comprenant habituellement certains frais autres que les frais pour les services juridiques. Ces frais peuvent inclure des frais de tiers (tels que les frais de dépôt, les sténographes judiciaires et les déplacements) et les frais internes. Tout voyage nécessaire sera effectué en classe affaire. Les clients peuvent être invités à payer directement les factures de tiers les plus importantes. Les autres frais de tiers seront ajoutés à nos factures sans majoration. Le Cabinet a choisi de facturer certaines activités de soutien sur la base de l'utilisation individuelle de chaque client, au lieu de les inclure dans ses taux horaires d'honoraires.

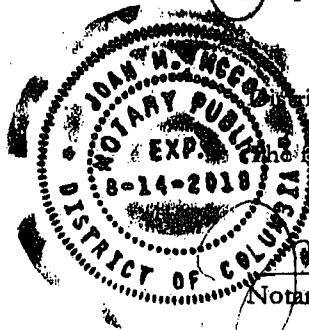
Droit applicable. Même si notre Cabinet dispose de bureaux et gère des affaires dans de nombreux endroits, notre mission sera régie par le droit du District de Columbia, y compris les règles de déontologie du D.C.

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Certification

The undersigned, Joseph Smallhoover, hereby certifies that the attached letter agreement regarding "Engagement of Bryan Cave LLP" is a true and accurate translation of the attached letter agreement regard "Engagement de Bryan Cave LLP," which is a contract between the Gabonese Republic and Bryan Cave LLP.


Joseph Smallhoover



My Commission Expires:

JOAN M. MCCOY
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires August 14, 2016

M. Maixent Accrombessi Nkani
Gabonese Republic
29 October 2015

[Reviewed and agreed]

[Seal of the Presidency of the Gabonese Republic]

[Signature]

October 29, 2015

CONFIDENTIAL

Mr. Maixent Accrombessi Nkani
Chief of Staff, Presidency of the Gabonese Republic
Gabonese Republic
Libreville
Gabon

Re: Engagement of Bryan Cave LLP

Dear Mr. Chief of Staff:

We are pleased that you have chosen to engage Bryan Cave LLP to represent the Gabonese Republic in connection with its efforts to promote closer diplomatic relations with the United States of America. Consistent with our normal practice, this letter and the attached Statement of Engagement Terms and Billing Practices (the "Statement") set forth the terms of our engagement. The Statement is important and provided to you so that you understand in advance how various issues will be handled.

Our engagement is conditioned upon receipt of the signed copy of this letter from you confirming your understanding and approval of these terms of our engagement.

Our total fee will be an up-front payment of one million three hundred eighty thousand U.S. dollars (US \$1,380,000.00) payable in advance. We separately charge for expenses and other charges incurred in connection with rendering our services, all as described in the Statement.

The term of our engagement shall commence on the date our fee is paid in full to our bank account as indicated on the fee statement, and shall end on December 31, 2016.

We will be your primary contacts for this engagement. You should know that certain of our Government Affairs and Public Policy professionals are not attorneys and may not provide legal

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advice or give legal opinions. They are designated with the titles "Senior Policy Advisor", "Policy Advisor" or other titles that included the term "Government Affairs."

Our relationship is one of mutual trust. We encourage you to inquire about any matter relating to our engagement, including fees and expenses.

We appreciate the confidence you have placed in us and we look forward to working with you. If this letter and the Statement correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Statement.

Please accept, Mr. Chief of Staff, the expression of our highest consideration,

[Signature]

David C. Russell

[Signature]

Joseph Smallhoover

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH
MAY BE ENFORCED BY THE PARTIES.**

**THESE TERMS INCLUDING THE ATTACHED STATEMENT OF ENGAGEMENT
TERMS AND BILLING PRACTICES ARE APPROVED.**

Dated: January 29, 2016

PRESIDENCY OF THE GABONESE REPUBLIC

[Seal of the Presidency of the Gabonese Republic]

[Signature]

By: Mr. Maixent Accrombessi Nkani
Chief of Staff
Its Authorized Representative

Mr. Maixent Accrombessi Nkana
Gabonese Republic
October 29, 2015

**STATEMENT OF ENGAGEMENT TERMS
AND BILLING PRACTICES**

Fees. In serving the client we attempt to utilize those lawyers, legal assistants and fee professionals having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers, legal assistants and fee professionals who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the office in which most of those services are likely to be rendered, the degree of legal experience and knowledge required in order to achieve the client's objective, the availability of lawyers, legal assistants and fee professionals to work on the engagement, and their hourly billing rates.

Representation in Other Matters. We are a large law firm and we represent many other countries, companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement for you, we confirm that we have not been asked to act as counsel for any other entity or emanation of the Gabonese Republic. Any such relationship, if undertaken by us with any group member, must be separately entered into.

It is possible that some of our present or future clients will have disputes with the Gabonese Republic during the time that we are representing you. Therefore, as a condition to our undertaking this engagement, you have agreed that our Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter on a position, other than a matter in which we represent you with respect to that position, that is adverse to you or in which your interests may be adversely affected. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of our representation of you we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the disadvantage of the Gabonese Republic.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the D.C. Rules of Professional Conduct, including your failure to promptly pay our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or

Mr. Maixent Accrombessi Nkana
Gabonese Republic
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situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities.

If this agreement is terminated by the Gabonese Republic at whatever time and for whatever reason, we will be entitled to keep the entire fee paid to us and to seek reimbursement for any out of pocket expenses that we have incurred. If this agreement is terminated by Bryan Cave LLP for whatever reason, we may keep 25% of the fee paid to us, regardless of the time termination occurs; furthermore, the remaining 75% will be subject to reimbursement – following set off of any unreimbursed out of pocket expenses – on a pro rata temporis basis. This letter constitutes reasonable warning that we will withdraw from representing you in this matter if you fail substantially to fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 1.16 of the D.C. Rules of Professional Conduct, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, in which event you agree in advance to our withdrawal.)

Our representation of the Gabonese Republic will also terminate when a matter for which our Firm was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, neither you nor the Firm has a duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that the Firm will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files and Confidentiality. Generally, we keep each client's files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us. We will keep all communications and information confidential.

Arbitration of Dispute. Should any dispute arise concerning our fees and other charges, the dispute will be settled by arbitration. The arbitration shall be heard by the D.C. Attorney Client Arbitration Board ("ACAB"), in accordance with the rules established by the ACAB for the conduct of such arbitrations. The ACAB's rules are available from the ACAB staff. The ACAB provides counseling to clients regarding ACAB's rules and the legal effects of agreeing to arbitration. We encourage you to contact the ACAB with any questions you may have regarding this arbitration provision or the

Mr. Maixent Accrombessi Nkana
Gabonese Republic
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rules of the ACAB prior to your execution of this letter. The phone number for the ACAB is (202) 437-4700, extension 238.

Waiver of Immunity from jurisdiction and execution. The Gabonese Republic expressly hereby waives any sovereign immunity, before any arbitration courts or tribunals, regardless of the territory in question, for itself and all its assets, which might frustrate the conduct of any arbitral proceedings or the execution of an award rendered by an arbitration tribunal constituted in accordance with this Statement.

Charges. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reporters and travel) and internal expenses. All necessary travel will be at applicable business class rates. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. The Firm has elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners.

Applicable Law. Even though our Firm has offices and transacts business in numerous locations, our engagement will be governed by District of Columbia law, including the D.C. Rules of Professional Conduct.